

NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-09-BSD-0643**

BETWEEN THE
UNITED STATES OF AMERICA
AND
OMAHA PUBLIC POWER DISTRICT

THIS AREAWIDE CONTRACT FOR Electric and Energy Management Services is executed this 4th day of November, 2008, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "Government"), pursuant to the authority contained in 40 U.S.C. 501(b)(1), and Omaha Public Power District (OPPD), a public corporation & political subdivision organized and existing under the laws of the State of Nebraska, and having its principal office and place of business at 444 South 16th Street Mall, Omaha, NE 68102 (hereinafter referred to as "OPPD" or the "Contractor"):

WHEREAS, the Contractor is an electric utility company that is subject to the oversight of the OPPD Board of Directors;

WHEREAS, the Contractor now has on file in its offices and/or with such regulatory bodies as may have jurisdiction over the Contractor all of its effective tariff, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable;

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for Electric and/or Energy Management Services at each Federal facility where the value of the utility service provided is expected to exceed \$100,000 per year;

WHEREAS, where the Government has an areawide contract in effect with a particular utility then such utility service is normally to be procured thereunder;

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining Electric and/or energy management services from the Contractor and to facilitate partnering arrangements as encouraged and authorized by P.L. 102-486 ((Energy Policy Act of 1992) 10 U.S.C. 2911-2918 and 42 U.S.C. 8256);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this contract,

(a) the term "Areawide Contract" means this master contract entered into between the Government and Contractor to cover the utility service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years;

(b) the term "Agency" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly or mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found by searching the document entitled ADM 4800.2E on the General Services Administration website;

(c) the term "Ordering Agency" means any Agency that is authorized to and obtains Utility Services under this Areawide Contract;

(d) the term "Authorization" means an order form used to acquire services under this areawide contract (see Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, AND/OR Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE) annexed hereto. With the exception of the provisions defined in "Contractor's Tariff" and "Contractor's Terms and Conditions," all authorizations shall be administered outside of the oversight and purview of the regulatory environment and in accordance with the requirements of the Federal Acquisition Regulations;

(e) the term "Termination Authorization" means an order form used to by the Government to notify the Contractor that the Government wants to discontinue or disconnect a specific utility service provided under this Contract, where the Authorization for Utility Services does not otherwise specify how utility services are to be terminated. (see Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, AND/OR Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE);

(f) the term "Service" means any electric, electric transmission and/or energy management services generally available from the Contractor pursuant to the Contractor's Terms and Conditions;

(g) the term "Electric Service" means commodities (where applicable), transportation, distribution, and/or related services;

(i) the term "Energy Conservation Measure" means any specific energy related or water project intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein);

(j) the term "Energy Management Service (EMS)" means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating, maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. the EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. the EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. the preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and
4. the EMS measure must be an improvement to real property.

(k) The term "Energy Management Service" means a utility service that reduces or manages energy demand in a facility, as well as those services that determine whether such reductions are feasible (such as energy audits and any ancillary services necessary to ensure the proper operation of an energy conservation measure). Such utility services include, but are not limited to, operating, maintenance and commissioning services. Energy conservation measures and demand side management measures may result from energy management services;

(l) the term "Contractor's Tariff" means utility service rates and tariffs, and includes rate schedules, covenants, riders, rules, and regulations of service as may be modified, amended or supplemented by the Contractor from time to time;

(m) the term "Contractor's Terms and Conditions" for this Agreement, means the generic terms, conditions, policies, procedures, payment terms and prices established by the Contractor for those services that are provided pursuant to this Contract. The definition of "Terms and Conditions" shall not include price-related matters or contract terms developed for specific Authorizations;

(n) the term "Connection Charge" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are installed, owned, maintained, and operated by the Contractor in accordance with the Contractor's terms and conditions; and

(o) the term "Class of Service" or "Service Classification" means those categories of service established by the Contractor's Tariff; and

(p) the term "Utility Service" means any Electric, Energy Conservation Measure and/or Energy Management Services generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (JULY 2004), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect on and after the date of execution and shall continue for a period of ten (10) years, except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this areawide contract under Article 14.1-50, or the Contractor, upon 60 days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this areawide contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this areawide contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariff, Contractor's Terms and Conditions or in any Authorization entered into pursuant to this Areawide Contract.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of the contract, up to and including the last effective date. The term of the Authorization shall be for a term of up to ten (10) years that is independent of the term of this Areawide Contract provided this contract is superseded by a follow-on contract with the Contractor.

2.3 The provisions of this Areawide Contract shall not apply to the Contractor's service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for Electric and/or energy management services. After both the Government and Contractor have signed the Authorization, the Contractor will furnish to the Ordering Agency, and the Ordering Agency will purchase from the Contractor, the specific utility services described in the Authorization for the installation(s) or facility(ies) that are named in the Authorization.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or service of a special nature, provided such negotiated rates or service are in accordance with the Contractor's terms and conditions.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in service shall be effective as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the date in which the Authorization was signed by the Ordering Agency shall be the effective date of the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Terms and Conditions, or as otherwise provided under a particular Authorization.

4.4 Prior to entering into an Authorization for goods and/or services generally available from other sources on a competitive basis, the Contracting Officer shall obtain a justification for utilizing other than full and open competition in accordance with the policies and procedures prescribed by Subpart 6.3 of the Federal Acquisition Regulations.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1 A complete listing of all the Contractor's Tariffs are available to the Government at Contractor's principal place of business.

5.2. Subject to the provisions of Article 2.3, all utility and/or energy management service purchases under this Areawide Contract, as well as any other actions taken under this Areawide Contract, shall be in accordance with, and subject to, the Contractor's Terms and Conditions, except to the extent that same are preempted by Federal law. Throughout the term of the Contract, the Government shall have full access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariff is not available via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariff in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the term of this Areawide Contract, the Commission approves a change in rates for utility service obtained under an Authorization in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those utility services at the newly approved rates from and after the date such a rate change is made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the utility service rates available to any Ordering Agency hereunder shall at all times not exceed those available to any other customer served under the same service classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply a utility service rate that is inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Tariff or Contractor's Terms and Conditions, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission and/or distribution lines, related special facilities, service arrangements, energy management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other utility services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor.

5.7. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered in accordance with the Contractor's applicable billing schedule in effect at the time the technical assistance is rendered (except as otherwise mutually agreed upon by the Contractor and Ordering Agency in writing).

5.8. The Authorization used to obtain and provide the matters, Utility Services, or technical assistance described in Articles 5.6 and 5.7 above shall contain information descriptive of the matters, services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, services, or technical assistance.

5.9. Any charges for matters or services referenced in Article 5.6 hereof shall be subject to audit by the Ordering Agency. Payment for the matters and services referenced in Article 5.6 shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or services referenced in Article 5.6 will not exceed the charges billed to other customers of the Contractor served under the same service classification for like matters or services provided under similar circumstances.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The Utility services supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required to substantiate the billing, and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same service classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. The Ordering Agency shall effect payment of all bills for Utility services rendered under this Contract in accordance with the terms of the Contractor's currently effective payment provisions.

7.2. The Ordering Agency will make invoice payments for services in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-27). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-37 shall apply (See Article 14) and the Ordering Agency must specify the method of payment and the designated payment office in the Authorization.

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than two (2) percent slow or fast shall be deemed correct.

8.2. The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than thirty (30) days shall be prorated accordingly.

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding two (2) years. The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives.

The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than ten (10) percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of two (2) percent under normal operating conditions.

8.3. For the purposes of this Article, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with its standard terms and conditions. References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

9.2. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the obligation of the Contractor.

9.3. Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

9.4. Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

9.5. All necessary rights-of-way, easements and such other rights outside the Government premises that are necessary to permit the Contractor to perform under this contract shall be obtained and the expense for same borne by the Contractor.

ARTICLE 10. LIABILITY.

10.1. When the Government and/or an ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall indemnify and hold the Contractor harmless from any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

10.2 Force Majeure The Contractor shall be responsible for delivery of electric service to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers, and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition. In no event shall the economic hardship of either party constitute a Force Majeure condition.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the term of this Areawide Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder; provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be necessary or advisable.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership of the Contractor ("change in ownership" for purposes of this Areawide Contract being defined as a sale of more than fifty percent of the outstanding voting stock of the Contractor) or a change in the name of the Contractor has occurred, the Contractor shall notify the Government at the address provided in Article 16.1 within thirty (30) days of the effective date of any such ownership or name change.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor, which is on file with the Government.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet.gov>.

	<u>FAR REF</u>	<u>Prescribed In</u>	<u>Federal Acquisition Regulation</u>
(1)	52.202-1	2.201	Definitions (JUL 2004)
(2)	52.203-3	3.202	Gratuities (APR 1984)
(3)	52.203-5	3.404	Covenant Against Contingent Fees (APR 1984)
(4)	52.203-6	3.503-2	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
(5)	52.203-7	3.502-3	Anti-Kickback Procedures (JUL 1995)
(6)	52.203-8	3.104-9(a)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
(7)	52.203-10	3.104-9(b)	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
(8)	52.203-12	3.808(b)	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005)
(9)	52.203-13	3.1004(a)	Contractor Code of Business Ethics and Conduct (DEC 2007)
(10)	52.203-14	3.1004(b)	Display of Hotline Posters (DEC 2007)

(11)	52.204-3	4.905	Taxpayer Identification (OCT 1998)
(12)	52.204-4	4.303	Printed or Copied Double-Sided on Recycled Paper
(13)	52.204-7	4.1104	Central Contractor Registration (JUL 2006)
(14)	52.209-6	9.409(b)	Protecting the government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
(15)	52.216-21	16.506-(d)(1)	Requirements (OCT 1995)
(16)	52.219-8	19.708-(a)	Utilization of Small Business Concerns (MAY 2004)
(17)	52.219-9	19.708(b)	Small Business Subcontracting Plan (SEPT 2006)
(18)	52.222-3	22.202	Convict Labor (JUNE 2003)
(19)	52.222-26	22.810(e)	Equal Opportunity (APR 2002)
(20)	52.222-35	22.1310(A)(1)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(21)	52.222-36	22.1408(a)	Affirmative Action for Workers with Disabilities (JUNE 1998)
(22)	52.222-37	22.1310(b)(3)	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(23)	52.222-38	22.1310(c)	Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
(24)	52.222-39	22.1605	Notification of Employee Rights Concerning Payment of Union Dues or Fees ((DEC 2004)
(25)	52.223-6	23.505	Drug-Free Workplace (MAY 2001)
(26)	52.232-25	32.908(c)	Prompt Payment (OCT 2003)
(27)	52.232-33	32.1110(a)	Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)*
(28)	52.232-34	32.1110(a)(2)	Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)*
(29)	52.232-35	32.1110(c)	Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999)*
(30)	52.232-36	32.1110(d)	Payment by a Third Party (MAY 1999)*
(31)	52.232-37	32.1110(e)	Multiple Payment Arrangements (MAY 1999)
(32)	52.233-1	33.215	Disputes (JUL 2002)
(33)	52.236-9	36.509	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)
(34)	52.237-2	37.110(b)	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
(35)	52.241-2	41.501(c)(1)	Order of Precedence – Utilities (FEB 1995)
(36)	52.241-3	41.501(c)(2)	Scope and Duration of Contract (FEB 1995)*
(37)	52.241-4	41.501(c)(3)	Change in Class of Service (FEB 1995)
(38)	52.241-5	41.501(c)(4)	Contractor's Facilities (FEB 1995)*
(39)	52.241-6	41.501(c)(5)	Service Provisions (FEB 1995)
(40)	52.241-8	41.501(d)(2)	Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(41)	52.241-11	41.501(d)(5)	Multiple Service Locations (FEB 1995)*

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| (42) | 52.241-13 | 41.501(d)(7) | Capital Credits (FEB 1995) |
| (43) | 52.242-13 | 42.903 | Bankruptcy (JUL 1995) |
| (44) | 52.244-5 | 44.204(c) | Competition in Subcontracting (DEC 1996) |
| (45) | 52.249-2 | 49.502(a)(2) | Termination for the Convenience of the Government (Fixed Price) (MAY 2004) |
| (46) | 52.249-8 | 49.504(a)(1) | Default (Fixed-Price Supply and Service (APR 1984) |
| (47) | 52.253-1 | 53.111 | Computer Generated Forms (JAN 1991) |

Clauses marked with an asterisk (*) are only applicable if indicated on an Exhibit, and only to the work ordered on that Exhibit

14.2 Repeal of Clauses During Term of Contract.

If, during the term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of the contract or other clauses referenced in this Article.

14.3 Disputes (Utility Contracts)

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of retail rates, rate schedules, tariffs, riders, and tariff-related terms provided under this contract and conditions of service are subject to the jurisdiction and regulation of Contractor's Board of Directors, appropriate regulatory agencies and/or United States Court of Federal Claims.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of 15 U.S.C. 637(d). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the life of this Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Center web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, Center for Energy Management, 301 7th Street, SW, Room 4004, Washington, DC 20407 or via electronic mail at energycenter@gsa.gov.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: **Mr. George W (Bill) Armstrong, Manager Corporate Purchasing & Inventory Control Material Management Division, 402-636-3087, 402-636-3931 (Fax)**, or to such other person as the Contractor may hereafter designate in writing.

16.3. The Contractor shall provide GSA with a copy of all fully executed Exhibit "C" Authorizations for Energy Management Service including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by April 1 of each year during the life of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of the reporting system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and Verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the M&V Guidelines: Measurement and Verification for Federal Energy Management Projects, published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply to Energy Management Services:

(a) Payment for energy conservation measures, when authorized as an Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures shall be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed 80% of the useful life of the equipment and material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-45 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a subcontractor. In no event shall the service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-12 herein).

18.4. For all Authorizations involving Energy Conservation Measures, it is desirable to have a Warranty Clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor.

18.5. The Contractor shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis and the Justification for Other Than Full and Open Competition for review and approval. Upon approval of the aforementioned information, GSA shall issue an Exhibit "C" Authorization for Energy Management Services that includes an internal control number which will be used to validate the Authorization. The Authorization will not be valid without the internal control number that is issued by GSA. Upon receipt of the validated Authorization, the Contractor may negotiate task orders with the Ordering Agency for the implementation of the Energy Conservation Measures described in the preliminary documents. The Contractor shall provide GSA with a copy of the fully executed Exhibit "C" Authorization for Energy Management Service resulting from the approved energy audit, including any applicable attachments at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under Contract for Energy Management Services provided under this Contract:

(a) The Contractor shall not provide Energy Management Services to Federal facilities under this Agreement unless the facility is a current customer of the Contractor or a prospective customer of the Contractor that is located within a geographic area that the Contractor is authorized to serve.

(b) The work that is to be performed under the Energy Management Service contract shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modifications or repairs that are necessary as a direct result of the installation of the Energy Conservation Measure.

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the utility service being provided to it under an Authorization.

19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of the contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341(a)(1)(A)).

19.3. Obligation to Serve: Nothing contained in this contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

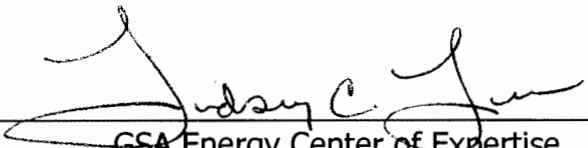
19.4. Term of Authorizations: It is recognized that during the life of this contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the term of this contract. In such event, the particular Authorization involved may specify a term extending beyond the term of this contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and

Ordering Agency to address unamortized balances for connection charges and/or financing charges associated with energy management service projects.

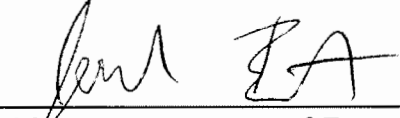
19.5 AVAILABILITY OF FUNDS. The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and the year first above written.

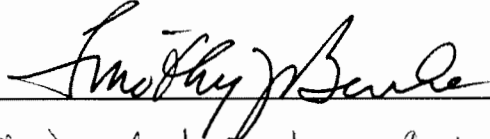
UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
GSA Energy Center of Expertise
Contracting Officer

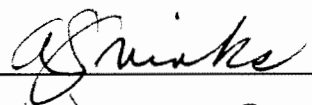
ATTEST:

By: 
GSA Energy Center of Expertise

OMAHA PUBLIC POWER DISTRICT

By: 
Title: Vice President - Employee & Customer Relations

ATTEST:

By: 
Title: Vice President Essential Services

CERTIFICATE

I, Adrian J. Minkes, certify that I am Vice President of OMAHA PUBLIC POWER DISTRICT, named as Contractor in the negotiated Areawide public utility contract No. GS-OOP-09-BSD-0643; that Timothy J. Burke, who signed said contract on behalf of the Contractor, was then Vice President of said Corporation; and that said contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ Adrian J. Minkes

(Corporate Seal)



EXHIBIT "A"

Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)

OMAHA PUBLIC POWER DISTRICT
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-OOP-09-BSD-0643

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-09-BSD-0643 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities

OTHER TERMS AND CONDITIONS: _____
Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: _____ KWH, ESTIMATED DEMAND: _____ KW

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) _____ 52.236-5 Material and Workmanship (APR 1984)
(3) _____ 52.241-4 Change in Class of Service (FEB 1995)
(4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
(5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
(6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
(7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
(8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
(9) _____ 52.249- Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

OMAHA PUBLIC POWER DISTRICT
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Center of Expertise, General Services Administration, Washington, DC 20407.

EXHIBIT "B"

Contractor's ID NO. _____

Ordering Agency's ID NO. _____ (Required)

OMAHA PUBLIC POWER DISTRICT
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES
CONTRACT NO. GS-OOP-09-BSD-0643

Ordering Agency: _____

Address: _____

Pursuant to Contract No. GS-OOP-09-BSD-0643 between the Contractor and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten years, however, it is the intent of the Contractor and the Government to renew the contract upon the conclusion of the current contract term. In the event the Areawide Contract is not renewed at the expiration of the contract term, the Exhibit "B" Authorization shall be cancelled unless it is modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term utilizing the contracting authority contained in 42 U.S.C. 8287.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

ALL ENERGY MANAGEMENT SERVICES TO BE PROVIDED BY THE OMAHA PUBLIC POWER DISTRICT UNDER THIS AGREEMENT ARE SUBJECT TO THE AUTHORITY OF THE APPLICABLE STATE REGULATORY COMMISSION HAVING JURISDICTION.

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

<input type="checkbox"/> General Conditions	<input type="checkbox"/> Payment Provisions	<input type="checkbox"/> Special Requirements	<input type="checkbox"/> Economic Analysis
<input type="checkbox"/> Facility/Site Plans	<input type="checkbox"/> Historical Data	<input type="checkbox"/> Utility Usage History	<input type="checkbox"/> ECP Feasibility Study
<input type="checkbox"/> Design Drawings	<input type="checkbox"/> Design Specifications	<input type="checkbox"/> Certifications	<input type="checkbox"/> Commission Schedules

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS

(Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) _____ 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002) --Supersedes provisions of payment clauses in Article 14.
(3) _____ 52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4) _____ 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(5) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
(6) _____ 52.249-___ Default (_____) (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)

OMAHA PUBLIC POWER DISTRICT
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Office of Public Utilities, General Services Administration, Washington, DC 20407.